

**STATE OF INDIANA LEASE FOR
SEABIN V5 TRASH COLLECTION DEVICE FOR
INDIANA'S CLEAN MARINA PROGRAM**

This SEABIN V5 TRASH COLLECTION DEVICE LEASE, as part of Indiana's Clean Marina Program, is entered into by and between the State of Indiana, acting by and through the Department of Administration, for and on behalf of the Indiana Department of Environmental Management (hereinafter referred to as "Lessor"), and [REDACTED] (hereinafter referred to as "Lessee"). The signatories for the Lessor and Lessee attest and represent that they have been duly authorized to execute this Lease on behalf of the Lessor and Lessee respectively.

In consideration of the promises and obligations specified in this Lease, Lessor and Lessee agree as follows:

1. Lessee Eligibility

Lessee attests that it is one of the following: (1) a publicly- or privately-owned marina operating under Standard Industrial Classification (SIC) code 4493; (2) a boatyard or boatbuilder operating under SIC code 3732; (3) a marine service station operating under SIC Code 5541; or (4) other marine facility approved by the State, SIC Code [REDACTED].

2. Description of Leased Equipment

Lessee agrees to lease from Lessor and Lessor agrees to lease to Lessee one 500-watt Floating Trash Collector Seabin V5, serial no. [REDACTED], State asset no. [REDACTED] (the "Seabin"), for the purpose of removing and properly disposing of aquatic debris greater than 5/64 inch (2 millimeters) in size from Lake Michigan and/or its tributaries as a best management practice (BMP) for Indiana's Clean Marina Program. The Seabin is described/depicted in **Exhibit A**, attached hereto and incorporated by reference. The Seabin package contains the following:

- Components of two catch bags, consisting of one cover, two handles, two filters, and two rings.
- 7 M8 Lock Nuts
- 4 M8 Bolts
- 11 M8 Washers
- 3 M12 Bolts
- 3 M12 Lock Nuts
- 6 M12 Washers
- 4 M16 Spring Washers
- Main Body, including an inner float and lid
- Water Pump
- Breather Tube
- Clamp Cover
- Electrical Cable
- Dock Bracket
- Bracket Post
- Cable Cover

3. Origin of Leased Equipment

The Lessor attests that it has procured the Seabin using federal funds obtained from grant no. GL01E00724, issued by the United States Environmental Protection Agency. Additional information is provided in **Exhibit G**, attached hereto and incorporated by reference.

4. Description of Installation Site

Lessee agrees to provide a site within its harbor capable of allowing use of the Seabin for its intended purpose (Installation Site). The Lessee attests that the Installation Site, depicted in **Exhibit B**, attached and incorporated by reference, meets the following requirements: (1) lies within the boundaries of Lake Michigan or one of its tributaries in a location in which the water depth is no less than **4.0 feet (1.2 meters)** and the maximum current speed is less than or equal to **four (4) knots**; (2) avoids areas with high densities of biological material, such as algae or small fish; (3) consists of floating pontoons, allowing a freeboard range of **between 18 1/8 inches (460 millimeters) and 32 1/4 inches (820.0 millimeters)**; (4) is readily accessible for purposes of performing maintenance; and (5) is provided with a continuous source of electrical power within **19 2/3 feet (6 meters)** of the installation site capable of supplying **2.5 amps** of either 110 volt or 220 volt alternating current electrical power.

5. Term of Lease

The term of this lease shall be for a period of **four (4) years** unless terminated earlier pursuant to this agreement. The Lease period shall commence on the date of the last State of Indiana Signatory to execute this Lease.

6. Consideration

The Lessor agrees to provide the Seabin to the Lessee, to be utilized for its intended use, at no charge to the Lessee as part of Indiana's Clean Marina Program. The goal of the Clean Marina Program is to protect Indiana's inland and coastal waterways by reducing the potential environmental impacts associated with marinas and recreational boating, and the Seabin is a new BMP designed specifically for marinas and harbors to aid in the removal of debris from entering recreational waters. By implementing the Seabin at their marina, the Lessee will not only be protecting aquatic habitats but also improving water quality for their patrons. The Seabin also affords the Lessee a tangible way to promote responsible boating.

In consideration for this lease, the Lessee agrees to provide, at no cost to the Lessor, all equipment, resources, including electrical power, and expertise necessary to install, operate, and maintain the Seabin at, and remove the Seabin from, the Installation Site in accordance with this Lease. In further consideration, the Lessee agrees to submit the Seabin usage log to the Lessor as outlined in Clause 7.B. and retain the Seabin maintenance log as outlined in Clause 7.E.

7. Lessee Responsibilities

- A. Lessee shall install, operate, and maintain the Seabin in good working order between April 1 and October 31 of each calendar year for the duration of the Lease. Lessee agrees to store the Seabin in an enclosed secured structure away from the elements when not in use. Any other use by Lessee must be approved by Lessor a minimum of **fifteen (15) days** prior to such use. The Lessee shall be responsible for any loss, theft, or damage to the Seabin or any of its components.
- B. During all periods for which the Seabin is in operation, the Lessee shall complete the Indiana Clean Marina Program's Seabin Usage Log, utilizing a template provided by the Lessor, creating a new entry for each usage of the Seabin. The Lessee shall submit the completed log to the Lessor by November 15 of each calendar year for the duration of the Lease. An example of the Seabin Usage Log template is attached as **Exhibit F**, attached hereto and

incorporated by reference.

- C. The Lessee shall conduct its activities in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations.
- D. Lessee shall not make any alterations to the Seabin or its components beyond those necessary to: (1) install or uninstall the device according to the manufacturer's instructions; (2) conduct routine maintenance in accordance with Clause 10.C.; and (3) conduct troubleshooting of a failed pump in accordance with Clause 10.D., unless agreed to in writing by Lessor. Such alterations to the Seabin may be agreed to in writing without amending this Lease.
- E. Lessee shall make the Seabin and Installation Site available for inspection upon request from the Lessor.
- F. [The Lessee shall seek review and approval from the Lessor before distributing any educational or outreach materials developed as part of this Lease.]

8. Compliance with Federal Grant Requirements

The Lessee shall comply with the requirements set forth in the attached **Exhibit G: Federal Grant Requirements** and **2 CFR 200**.

9. Services to be Provided by Lessor

- A. The Lessor shall allow the Lessee to utilize the Seabin for its intended purpose, to reduce the presence of floating aquatic debris, for the duration of this lease.
- B. The Lessor shall provide to Lessee any materials, including components or manuals, provided by the Seabin manufacturer that are required for initial installation of the device.
- C. The Lessor shall deliver, within **fifteen (15) days** of Lease execution, the Seabin and all components to the address provided by the Lessee.

10. Maintenance and Repairs

- A. The Lessor shall provide to the Lessee a copy of the product warranty (**Exhibit C**, attached hereto and incorporated by reference); the manufacturer's Seabin Best Practices document (**Exhibit D**, attached hereto and incorporated by reference); and the manufacturer's Pump Troubleshooting document (**Exhibit E**, attached hereto and incorporated by reference).
- B. The Lessee shall notify the Lessor in writing within **three (3) days** upon becoming aware of a defect or failure.
- C. The Lessee shall conduct routine maintenance in accordance with the manufacturer's Seabin Best Practices document (**Exhibit D**) and recommendations from the distributor. Routine maintenance shall include:
 - 1) Examining the catch basket at least daily, emptying and properly disposing of all collected materials when needed in accordance with federal, state, and local regulations.
 - 2) Replacing the catch bags when worn.
 - 3) Examining and cleaning the device gently with a pressure washer as

recommended.

- 4) Cleaning the pump unit once every **two (2) months**.
- D. The Lessee shall keep a written record documenting all maintenance activities conducted, including date, time, nature of the maintenance conducted, and the individual conducting the maintenance by utilizing the Indiana Clean Marina Program Seabin V5 Equipment Maintenance log (**Exhibit F**). Lessee shall make the maintenance log available for inspection upon request from the Lessor.
- E. Should the pump fail to operate properly, the Lessee shall utilize the steps in the manufacturer's Pump Troubleshooting document (**Exhibit E**). If the Lessee is unable to return the pump to normal operation, the Lessee shall notify the Lessor in writing within **three (3) days**. In the notification, the Lessee shall describe the pump troubleshooting steps that were undertaken to return the pump to normal operation.
- F. The Lessee shall notify the Lessor in writing of its intent to repair or replace any components of the Seabin, excepting the catch bag. All repairs and replacements of components outside the parameters of the product warranty shall be at the Lessee's expense; however, no component repair, procurement, and/or replacement, with the exception of the catch bag, shall take place without the Lessor's written approval. The Lessee shall ensure that any metallic replacement components utilize **marine-grade A4 – AISI 316L steel**.

11. Assignment and Subletting

Lessee shall not assign this Lease or permit the use of the Seabin, or any part thereof, by anyone other than Lessee, its officials, agents, or employees, without the prior written consent of Lessor.

12. Surrender

Upon expiration or termination of this Lease, Lessee shall, at its expense, remove the Seabin and surrender all components thereof provided by the Lessor to Lessor in, as nearly as reasonably possible, the same condition as the Seabin existed on the execution date of the Lease.

13. Indemnification

Lessee agrees to indemnify, defend and hold harmless Lessor and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of Lessor and/or its Sub-Lessors. Lessee may look to IC 34-13-2 of the Tort Claims Act and IC 34-30-9-2 for allowable protection in this area.

14. Indiana Law

This Lease shall be interpreted in accordance with and be governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

15. Default by Lessee

- A. Lessee shall be in default for failure to perform any of its obligations under this Lease **thirty (30) days** after Lessor has notified Lessee in writing of the specific obligations not being performed.

- B. Lessor may terminate this Lease and repossess the Seabin should Lessee fail to cure the default within **ninety (90) days** after Lessor has provided written notice of the default to Lessee. Should Lessor terminate this Lease as a result of default by Lessee, the Lessee shall pay all costs for removal of the Seabin from the Installation Site and any damages that may have occurred to, or caused by, the Seabin or Lessee.

16. Force Majeure

In the event that either party is unable to perform any of its obligations under this Lease, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Lease shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Lease.

17. Penalties - Interests - Attorney's Fees

Lessor will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-54-8-5, and IC 34-13-1-6.

Lessee shall pay any penalties, liquidated damages, interest, or attorney's fees.

18. Disputes

- A. Should any disputes arise with respect to this Lease, Lessor and Lessee agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.
- B. Lessee agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Lease that are not affected by the dispute. Should the Lessee fail to continue to perform its responsibilities with regard to all non-disputed work without delay, any additional costs incurred by Lessee or Lessor as a result of such failure to proceed shall be borne by Lessee and Lessee shall make no claim against the Lessor for such costs. If Lessee and Lessor cannot resolve a dispute within **ten (10) working days** following notification in writing by either party of the existence of a dispute then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Lessor and Lessee within **ten (10) working days** after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within **ten (10) working days** after receipt of the Commissioner's decision, a written appeal. Within **ten (10) working days** of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within **ten (10) working days**, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent

jurisdiction.

19. Modification of Lease

This Lease constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Lease will be valid provisions of this Lease. This lease may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

20. Hazardous Materials

Lessor, to the best of its knowledge, guarantees that the Seabin is in good working order at the time of the execution of this Lease. Lessee agrees that it shall not take any action that results in the release of any contaminant (as defined in IC § 13-11-2-42) or petroleum on, about, or beneath the Installation Site.

21. Debarment and Suspension

- A. The Lessee certifies by entering into this Lease that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Lease by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Lease means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Lessee.
- B. The Lessee certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Lease and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Lessee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

22. Compliance with Laws

- A. The Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Lease shall be reviewed by the State and the Lessee to determine whether the provisions of this Lease require formal modification.
- B. The Lessee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC§ 4-2-6 *et seq.*, IC§ 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. **If the Lessee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Lease, the Lessee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Lease.** If the Lessee

is not familiar with these ethical requirements, the Lessee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Lessee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Lease immediately upon notice to the Lessee. In addition, the Lessee may be subject to penalties under IC§§ 4- 2-6, 4-2-7, 35-44-1-4, and under any other applicable laws.

- C. The Lessee certifies by entering into this Lease that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Lessee agrees that any payments currently due to the State may be withheld from payments due to the Lessee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Lease suspended until the Lessee is current in its payments and has submitted proof of such payment to the State.
- D. The Lessee attests that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Lessee agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Lease.
- E. If a valid dispute exists as to the Lessee's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Lessee, the Lessee may request that it be allowed to continue, or receive work, without delay. The Lessee must submit, in writing, a request for review to the Department of Administration (DOA) following the procedures for disputes outlined herein. A determination by DOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC§ 5-17-5.
- F. The Lessee attests that the Lessee and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Lease and grounds for immediate termination and denial of further work with the State.
- G. The Lessee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC 5-22-3-7:
 - (1) The Lessee and any principals of the Lessee certify that (A) the Lessee, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Lessee will not violate the terms of IC 24-4.7 for the duration of the Lease, even if IC 24-4.7 is preempted by federal law.

- (2) The Lessee and any principals of the Lessee certify that an affiliate or principal of the Lessee and any agent acting on behalf of the Lessee or on behalf of an affiliate or principal of the Lessee (a) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (b) will not violate the terms of IC 24-4.7 for the duration of the Lease, even if IC 24-4.7 is preempted by federal law.

23. Cancellation

If the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this Lease, this Lease shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

24. Drug Free Workplace Certification

The Lessor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Lessee will give written notice to the Lessor and the Department of Administration within **ten (10) days** after receiving actual notice that Lessee or an employee of the Lessee has been convicted of a criminal drug violation occurring in the Lessee's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of lease payments, termination of this Lease, and/or debarment of leasing opportunities with the State for up to **three (3) years**.

In addition to the provisions of the above paragraphs, if the total lease amount set forth in this Lease is in excess of \$25,000.00, Lessee hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all leases with and grants from the State of Indiana in excess of \$25,000.00. No award of a lease shall be made, and no lease, purchase order, or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Lessor and made a part of this Lease or agreement as part of the lease documents.

The Lessee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Lessee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Lessee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation; and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notifying all employees in the statement required by subparagraph A above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Lessee of any criminal drug statute conviction for a violation occurring in the workplace no later than **five (5) days** after such conviction;
- D. Notifying in writing the Lessor and the Department of Administration within **ten (10) days** after receiving notice from an employee under subdivision C (2) above, or otherwise receiving actual notice of such conviction;
- E. Within **thirty (30) days** after receiving notice under subdivision C (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of sub-paragraphs A through E above.

25. Nondiscrimination

Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, Lessee and its Sub-Lessees, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Lease.

Acceptance of this Lease also signifies compliance with applicable federal laws, regulations and Executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.

- A. Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, Lessee and its Sub-Lessees, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Lease. Acceptance of this Lease also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran. The Lessee shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250 and 41 CFR 60-741, as amended, which are incorporated herein by reference.
- B. The Lessee understands that the Lessee is a recipient of Federal funds. Pursuant to that understanding, the Lessee, and its Sub-Lessees, if any, agree that if the Lessee employs **fifty (50)** or more employees and does at least \$50,000.00 worth of business with the Lessor, and is not exempt, the Lessee will comply with the affirmative action reporting requirements of 41 CFR 60-1.7.

26. Notice

Whenever any notice, statement or other communication is required under this Lease, it shall be sent

to the following addresses:

Notices to Lessor:

Michelle Caldwell, Clean Marina Program Coordinator
IDEM Northwest Regional Office
330 West U.S. HWY 30, Ste. F
Valparaiso, IN 46385
Email: mcaldwel@idem.IN.gov

Notices to Lessee:

[Name, Title]
[Organization]
[Street]
[City, IN ZIP]
Email: [Email]

27. Lobbying Activities

- A. Pursuant to 31 U.S.C. S 1352, and any regulations promulgated thereunder, Lessee hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Lessee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal lease, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal lease, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this agreement, Lessee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Cancellation for Convenience

The parties agree that the Lessor may terminate this Lease during the lease term upon **thirty (30) days** prior written notice to the Lessee. Termination shall occur without penalty to the Lessor.

29. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Lease shall be resolved by giving precedence in the following order: (1) This Lease, (2) the attachments prepared by the Lessor, and (3) attachments prepared by the Lessee. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

Non-Collusion and Acceptance

The undersigned attests under penalties of perjury that he/she is the Lessee or that he/she is the representative, agent, member, or officer of the Lessee, that he/she has not, nor has any other

member, employee, representative, agent, or officer of the Lessee, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of this Lease. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Lease, the undersigned attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Lease by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Lease to the State of Indiana. I understand that my signing and submitting this Lease in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Lease and this affirmation. I understand and agree that by electronically signing and submitting this Lease in this fashion I am affirming to the truth of the information contained therein. I understand that this Lease will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL.

SIGNATURE PAGE

IN WITNESS to their agreement, the persons signing this lease execute it for the Lessor and Lessee:

For Lessor:

[NAME]

Indiana Department of Environmental Management

By: _____

Parvonay Stover, Chief of Staff

Date: _____

Approved by:

Indiana Department of Administration

By: _____ (for)

Rebecca Holwerda, Commissioner

Date: _____

Approved by:

State Budget Agency

By: _____ (for)

Zachary Q. Jackson, Director

Date: _____

APPROVED as to Form and Legality:

Office of the Attorney General

(for)

Theodore E. Rokita, Attorney General

Date: _____

For Lessee:

[MARINA]

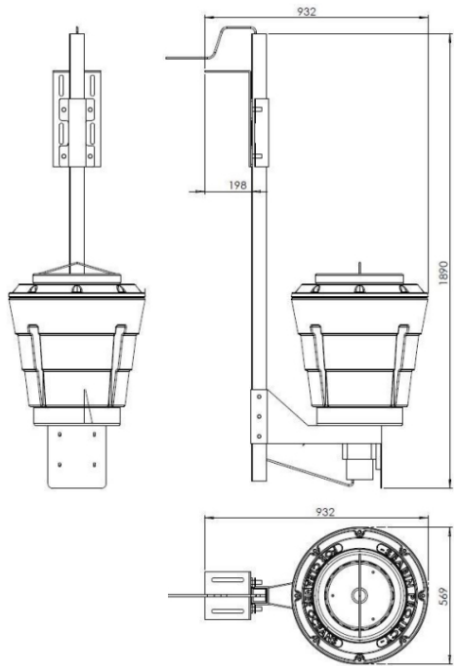
By: _____

[Name/Title]

Date: _____

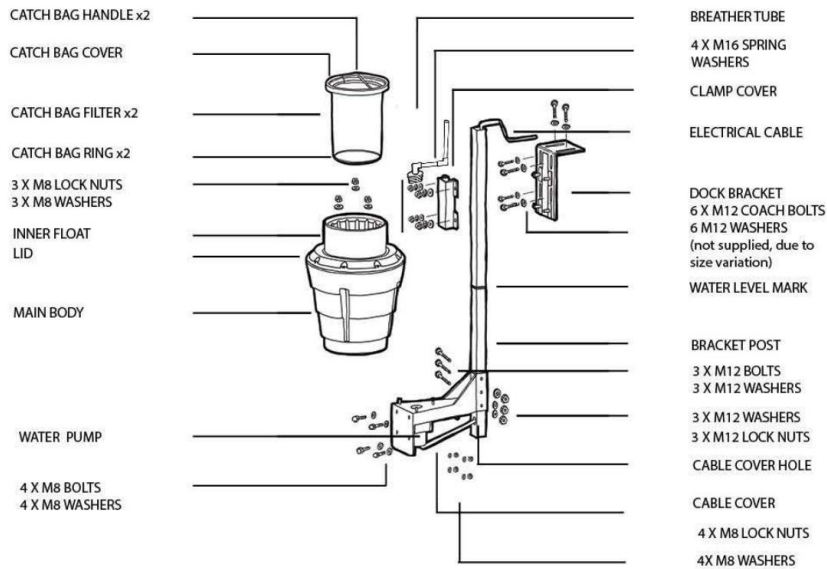
EXHIBIT A
DEPICTION/DESCRIPTION OF SEABIN V5

- Power: 110V / 220V Consumption
2.5 amps 500 watts
- Pump: 25,000 LPH
- Sturdy HDPE construction
- 316 Marine grade stainless steel
bracket
- Capture micro plastics > 2mm
- Catch bag: holds 20kg
- Weight with bracket: 55 kg
- Electrical cable: 6 meters
- Seabin dimensions: 500 x 500 mm
X 1800 mm
- Reusable catch bags
- 2 Year warranty
- Recyclable components
- From 13 locations and 13500 hours
of data, captured litter is1.4 tons
per year



1. That the V5 Seabin units are installed on floating pontoons only
2. There is staff to maintain Seabin on a daily basis
3. Maximum distance to an electric energy supply point is 6 meters
(more with an extension cable, not provided)
4. Voltage provided 110V/220V
5. Freeboard range between 460mm minimum and 820mm
maximum
6. Maximum water current speed range equal or below 4 knots
7. There is a minimum 1.2 meters of water depth at the lowest
astronomical tide

SEABIN'S COMPONENTS



[Applicable photo of Serial Number plate]

Diagram courtesy of the Seabin Project

EXHIBIT B
SEABIN INSTALLATION SITE

Description/Map to be provided by Lessee

SAMPLE

EXHIBIT C
SEABIN MANUFACTURER'S WARRANTY

1 WARRANTY

1.1 GENERAL CONTRACTUAL WARRANTY CONDITIONS

1.1.1 SCOPE

ROTAX provides a contractual warranty for all products manufactured.

ROTAX guarantees the customer against all defects in materials, manufacture, execution and installation of goods it has supplied, whether these defects are hidden or apparent. Should the defect be apparent, the Customer must notify ROTAX as soon as possible after receipt or admission of products, by registered letter.

This warranty terminates two year (2 YEARS) after the earliest of the following dates: the putting into service of the installation, signature of the statement of receipt or admission, or failing these after the invoicing date.

Interventions under the warranty cannot have the effect of extending the period of this warranty, the completion date for the warranty remains the initial due date.

Under this warranty the only obligation incumbent on ROTAX will be its choice of the free replacement or repair of the product or the article recognized to be defective by its services, unless this method of compensation proves to be impossible or disproportionate. In all cases the responsibility within the framework of this warranty is limited to the price of the product in question and does not extend to consequential losses.

To benefit from the warranty any product must first be submitted to the After-Sales Service of ROTAX or one of its accredited partner, the agreement of which is essential for any replacement, after verification in particular of the conditions of eligibility, the conditions of installation, the site conditions, the conditions for use and the maintenance conditions. It is the responsibility of the final client to provide ROTAX with a statement of maintenance operations performed on the guaranteed installation. Any absence of these detailed statements or any modification/maintenance operation not validated by ROTAX, would in fact cancel the warranty for the installation, without the customer being able to require any compensation whatsoever.

For the execution of its warranty ROTAX makes the necessary products available "ex-works".

1.1.2 EXCLUSIONS

ROTAX does not guarantee wearing parts, a list of which may be provided to the customer on request. Goods not manufactured by ROTAX will be subject to the warranties of their manufacturers (list provided on request).

The warranty does not apply for obvious defects at reception or admission not notified to ROTAX.

Any damage caused by normal wear or misuse by the Customer and/or contrary to the recommendations of ROTAX is excluded.

Defects or deterioration caused by natural wear or by an external accident, or even by a product modification not scheduled or specified and/or not authorized by ROTAX, are excluded.

The customer will be routinely responsible for delivery charges. ROTAX will not be responsible for the costs of dismantling, reassembly, transport and labor, which will remain the responsibility of the Customer.

The warranty does not apply when the client defaults on payment of the price of the order.

ROTAX is relieved of its present warranty obligations for any damage caused by any unforeseen circumstance or force majeure.

The customer cannot claim any compensation whatsoever in the event the goods are immobilized due to the application of the warranty.

The customer is solely responsible for the final choice of products.

This warranty is only attributable to equipment invoiced to the original purchaser and will not be transferrable, even for the benefit of any sub-purchaser of the equipment whatsoever.

In no circumstances can ROTAX be held responsible for damages or incidents, direct or indirect, consequent to a defect covered by the warranty.

In no circumstances can a claim be made under this warranty for any defect in engineering, design, installation, sizing or anchoring system, and its consequences on the products, when these services have not been provided under the responsibility of ROTAX

1.2 SPECIFIC WARRANTY CONDITIONS

The conditions for the execution of this warranty are compliant with the General Warranty Conditions defined above, apart from the following indications

1.2.1 SCOPE

ROTAX guarantees SEABIN V5 HYBRID against any structural damage impacting all relevant mechanicals properties, in conditions of normal use, for a period of 2 years. The date this warranty takes effect is determined in compliance with the General Warranty Conditions. The reference articles used are:

- The effective slide mechanism of the inner float inside the tank
- Suction of debris surrounding SEABIN V5 HYBRID
- Bracket fixation system's proper functioning

ROTAX guarantees its rotomolded parts against fissuring or cracking and deterioration by UV, salt water, attacks by animal and plant species and hydrocarbons.

1.2.2 EXCLUSIONS

This warranty does not cover the products for which the conditions for storage, installation or use are not compliant with technical notice provided by ROTAX.

This warranty does not cover deteriorations which result from negligence, improper use, alteration to the PE shell of rotomolded parts, effects of gales, storms or ice movements, or non-compliant installations or supports.

This warranty does not cover deteriorations which result from a failure to comply with maintenance & cleaning instructions. The improper use of any aggressive product to clean V5 HYBRID SEABINS is excluded from this warranty.

This warranty does not cover corrosion, when resulting from a failure to comply with maintenance instructions as provided by ROTAX. The improper use of any corrosive product to clean VY HYBRID SEABINS is excluded from this warranty.

ROTAX is not responsible for faulty pontoons fixation systems designed by V5 HYBRID SEABIN's clients

This warranty does not cover the use of wearing parts when not supplied by Poralu Marine. Nor does this warranty cover damages caused by the use of screws which are not strictly stainless steel A4 – AISI 316L

This warranty does not cover uniform decoloration, due to natural elements or improper use of V5 HYBRID SEABINS.

EXHIBIT D
SEABIN MANUFACTURER'S BEST PRACTICES








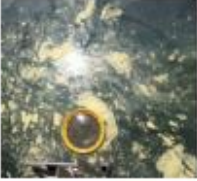

<div style="display: flex; justify-content: space-between; align-items: center;"><div style="text-align: center;"><div style="text-align: center;"><p>PORALU MARINE</p></div></div><div style="text-align: right;"><h2 style="margin: 0;">SEABIN BEST PRACTICES</h2><p style="margin: 0;">These Best Practices will allow you to extend the lifespan of your Seabin</p><p style="margin: 0;">Read them carefully!</p></div></div>	
<p style="text-align: center;">Maneuver your Seabin with ease</p> <p>Make sure you keep the pump running when you move your Seabin into its high-up maintenance position. This will allow to reduce the weight and make sure Seabin can be maneuvered. Turn off the pump when the Seabin has reached its position.</p>	      
<p style="text-align: center;">Beware of Algae and slime</p> <p>It is recommended not to position your Seabin in an area where the quantity of floating algae/slime is significant. Seabin catch bag may fill up quickly and/or clog.</p>	
<p style="text-align: center;">Turn off your Seabin before any bag change</p> <p>You <u>must absolutely turn off your Seabin</u> before any bag change. Failure to do so will result in the pump getting clogged.</p>	
<p style="text-align: center;">Change the anodes</p> <p>Seabin is entirely made up of 316 A4 stainless steel and equipped with 1 anode located onto the bracket base. We recommend that you replace these anodes when necessary to fight corrosion.</p>	
<p style="text-align: center;">BioGrowth</p> <p>To best respect the Environment, Seabin does not use any anti-fouling chemicals. Seabin requires <u>weekly gentle cleaning to get rid of existing biogrowth</u> and prevent any further to develop – preferable with the use of a pressure-washer.</p>	
<p style="text-align: center;">Seabin must NOT remain immersed</p> <p>If you have to <u>turn off your Seabin for a period of time exceeding 24 hours</u>, it is necessary that you take the unit out of the water. Seabin does not use any anti-fouling protection and biogrowth will develop & damage the pump.</p>	
<p style="text-align: center;">Pollen & clogging particles</p> <p>Pollen is likely to clog the mesh of Seabin catch bags. During pollen seasons, it is recommended that you adjust your cleaning routine to allow for more frequent bag changes or washes. Pressure-washing is preferable to ensure no pollen remains attached to the bag after cleaning.</p>	
<p style="text-align: center;">Fish Reproduction periods</p> <p>At particular times such as reproduction periods, the quantity of fish can be overwhelming, and fry can come to be trapped in the catch bag. It is recommended that Seabin be disconnected under such conditions</p>	

EXHIBIT E
SEABIN MANUFACTURER'S PUMP TROUBLESHOOTING



1. Has the electric circuit been "tripped" . I.e. causes the whole electrics to switch off at main board.

a. **YES** : Check all cable for damage:

- i. If any is found this is the issue, replace the cable, not covered by guarantee.
- ii. Replace Pump – it has mostly likely had the waterproof seal compromised.

b. **NO** : Question 2

2. Is there any flow of water?

a. **YES** : Remove, check and clean impellor - both the removable part and the housing where it sits. Most likely the impellor is either slightly jammed but able to move slowly, or some of the blades have been snapped off.

- i. If impellor damaged replace the impellor only.
- ii. If Impellor ok, and cleaning fixes it, problem solved
- iii. If it doesn't work after this step and impellor replaced then replace the pumps

b. **NO** : Question 3.

3. Is there any noise coming from the motor ?

a. **YES** : Remove, check and clean impellor - both the removable part and the housing where it sits. Most likely the impellor has become completely jammed and is unable to turn.

- i. If impellor damaged replace the impellor only.
- ii. If Impellor ok, and cleaning fixes it, problem solved
- iii. If it doesn't work after this step and impellor replaced then replace the pumps

b. **NO** : Replace whole pump as no other trouble shooting possible.

We advise : a good clean with wire brush and a very small amount of water repellent lubricant re-fitting the impellor



PORALU
MARINE

EXHIBIT F
IDEM CLEAN MARINA PROGRAM'S SEABIN USAGE LOG AND MAINTENANCE LOG TEMPLATES

[illegible]

Indiana Clean Marina Program's Seabin V5 Equipment Maintenance Log

Name of Equipment:	Seabin V5	Manufacturer's contact details:	
Label:		Date of lease:	
Serial number:		Person responsible for equipment:	
Manufacturer:		Date put into service:	

[illegible]

EXHIBIT G FEDERAL GRANT REQUIREMENTS

The requirements set forth in this Exhibit are applicable to this Lease.

The leased equipment was funded with grant monies received by IDEM from the United States Environmental Protection Agency (USEPA). The following is grant specific information that is required pursuant to 2 CFR 200 to be identified to the Lessee and is not provided elsewhere in this agreement.

- 1. Federal Award Identification:** Indiana LAMP and RAP Program Capacity
- 2. Federal Award Identification Numbers (FAIN):** GL-01E00724-8
- 3. Federal Award Date:** April 18, 2016; amended September 26, 2017, February 9, 2018, June 21, 2018, March 5, 2019, April 9, 2020, November 3, 2020, and August 10, 2021
- 4. Total Amount of Federal Award:** \$1,340,000.00
- 5. Federal Award Project Description:**

Specifically, this grant provides resources to the Indiana Department of Environmental Management to continue its efforts to develop and implement remedial action plans to restore the Grand Calumet River and Harbor Area of Concern, and to continue its participation in the Lake Michigan Lakewide Action and Management Plan (LAMP) process. Project activities conducted will include: education and outreach, watershed planning; and RAP participation.
- 6. Federal Award Project Officer Contact Information:**

Victoria Raymond, Project Officer
77 West Jackson Blvd., GL-9J
Chicago, IL 60604-3507
E-mail: raymond.victoria@epa.gov
Phone: 312-886-7981
- 7. Catalog of Federal Domestic Assistance (CFDA) Number and Name:**

66.469 - Great Lakes Program
- 8.** The Lessee shall permit IDEM and auditors to have access to all records and financial statements related to this Lease, as necessary to meet the requirements of the grant and 2 CFR 200.
- 9. System for Award Management Registration (SAM):**

Unless exempted from this requirement under 2 CFR 25.110, the Lessee must maintain current information in the SAM. <https://www.sam.gov/SAM/>. The Lessee shall review and update the information at least annually after the initial registration and more frequently if required by changes in its information.
- 10. Unique Entity Identifier (UEI) Number:**

The Lessee shall provide its number to the State.
- 11. Executive Compensation:** Deleted by agreement of the parties.
- 12. Security:** Deleted by agreement of the parties.

Time frames for providing the information listed above are as follows:

13. The Lessee shall have created an account and/or registered with the SAM and provide its UEI number to the State (IDEM) upon execution of the Lease.

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SAMPLE